



**Consulting and Technical Services (CATS)
Task Order Request for Proposals (TORFP)**

**IBM MAINFRAME AND NETWORK SYSTEMS
UPGRADE SUPPORT**

AMENDED 5/1/2007

CATS TORFP PROJECT Q00P7207494

For The

**Department of Public Safety & Correctional Services
(DPSCS)**

**Information Technology and Communications Division
(ITCD)**

ISSUE DATE: April 4, 2007

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KEY INFORMATION SUMMARY SHEET

This Consulting and Technical Services (CATS) Task Order Request for Proposals (TORFP) is issued to obtain the services necessary to satisfy the requirements defined in Section 2 - Scope of Work. All CATS Master Contractors approved to perform work in the functional area under which this TORFP is released are invited to submit a Task Order (TO) Proposal to this TORFP. **All Master Contractors must complete and submit a Master Contractor Feedback form via the CATS web site regardless of whether a TO Proposal is submitted or not.** The form is accessible via, your CATS Master Contractor login screen and clicking on TORFP Feedback Response Form from the menu. In addition to the requirements of this TORFP, the Master Contractors are subject to all terms and conditions contained in the CATS RFP issued by the Maryland Department of Budget and Management (DBM), Office of Information Technology (OIT) and subsequent Master Contract Project Number 050R5800338, including any amendments.

TORFP NAME:	IBM Mainframe And Network Systems Upgrade Support
FUNCTIONAL AREA:	FA6 Systems/Facilities Mgmt. And Maintenance
TORFP ISSUE DATE:	April 11, 2007
Closing Date and Time:	May 2, 2007 at 12:00 pm REVISED: 5/4/07 @ 12 NOON
TORFP Issuing Office:	MD Department of Public Safety and Correctional Services Information Technology & Communications Division
Questions and Proposals are to be sent to: Questions must be submitted no later than 7 working days prior to TORFP closing date!	Donna L. Wiltshire, Procurement Officer Office Phone: (410) 585-3130 Mobile: (410) 365-5546 Fax: (410) 358-8671 Email Address: DWiltshire@dpscs.state.md.us
TO Contracts Manager	Donna L. Wiltshire, Procurement Officer Office Phone (410) 585 - 3130
TO Manager:	Craig Dozier Office Phone: (410) 653-4530 FAX : (410) 318-6004 CDozier@dpscs.state.md.us
Project Number:	Q00P7207494
TO Type:	Fixed Price and Time & Materials
Period of Performance:	2 years with one (1) year renewal option
MBE Goal:	30%
Primary Place of Performance:	DPSCS DataCenter 1201 Reisterstown Road, Building F Pikesville, Maryland 21208
State Furnish Work Site and/or Access to Equipment, Facilities or Personnel:	Office Desk Space and networked PC with email and software applications for on-site staff.
TO Pre-Proposal Conference:	April 19 at 10:00 AM See Attachment 6 for Directions

SECTION 1 - ADMINISTRATIVE INFORMATION

1.1 RESPONSIBILITY FOR TORFP AND TO AGREEMENT

The TO Procurement Officer has the primary responsibility for the management of the TORFP process, for the resolution of TO Agreement scope issues, and for authorizing any changes to the TO Agreement. See Section 2.15 for information on change orders.

The TO Manager has the primary responsibility for the management of the work performed under the TO Agreement; administration functions, including issuing written directions; ensuring compliance with the terms and conditions of the CATS Master Contract; and, in conjunction with the selected Master Contractor, achieving on budget/on time/on target (e.g., within scope) completion of the Scope of Work.

1.2 TO AGREEMENT

Based upon an evaluation of TO Proposal responses, a Master Contractor will be selected to conduct the work defined in Section 2 - Scope of Work. A specific TO Agreement, Attachment 2, will then be entered into between the State and the selected Master Contractor, which will bind the selected Master Contractor (TO Contractor) to the contents of its TO Proposal, including the price proposal.

1.3 TO PROPOSAL SUBMISSIONS

The TO Procurement Officer will not accept submissions after the stated date and exact time. The time will be local time as determined by the DPSCS ITCD e-mail system time stamp. The TO Proposal is to be submitted via e-mail as two attachments in MS Word format. The "subject" line in the e-mail submission shall state the TORFP Q00P7207494 IBM MAINFRAME AND NETWORK SYSTEMS UPGRADE SUPPORT. The first file will be the TO Proposal technical response to this TORFP and titled, "CATS TORFP #Q00P7207494 Technical". The second file will be the financial response to this CATS TORFP and titled, "CATS TORFP #Q00P7207494 Financial".

1.4 CONFLICT OF INTEREST

The TO Contractor awarded the TO Agreement shall provide IT consulting services for State agencies or component programs with those agencies, and must do so impartially and without any conflicts of interest. Each Master Contractor shall complete and include a Conflict of Interest Affidavit in the form included as Attachment 3 this TORFP with its TO Proposal. If the TO Procurement Officer makes a determination that facts or circumstances exist that give rise to or could in the future give rise to a conflict of interest within the meaning of COMAR 21.05.08.08A, the TO Procurement Officer may reject a Master Contractor's TO Proposal under COMAR 21.06.02.03B.

Master Contractors should be aware that the State Ethics Law, State Government Article, §15-508, might limit the selected Master Contractor's ability to participate in future related procurements, depending upon specific circumstances.

1.5 NON-DISCLOSURE AGREEMENT

Certain system documentation may be available for potential Offerors to review at a reading room at DPSCS ITCD 6776 Reisterstown Road, Baltimore, Maryland 21215. Offerors who review such documentation will be required to sign a Non-Disclosure Agreement in the

form of Attachment 7. Please contact the TO Procurement Officer of this TORFP to schedule an appointment.

In addition, certain documentation may be required by the TO Contractor awarded the TO Agreement in order to fulfill the requirements of the TO Agreement. The TO Contractor, employees and agents who review such documents will be required to sign, including but not limited to, a Non-Disclosure Agreement in the form of Attachment 8.

1.6 LIMITATION OF LIABILITY CEILING

Pursuant to Section 28(C) of the CATS Master Contract, the limitation of liability per claim under this TORFP shall not exceed the total TO Agreement amount established.

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SECTION 2 – SCOPE OF WORK

2.1 PURPOSE, AGENCY INFORMATION, BACKGROUND, AND OBJECTIVES

2.1.1 PURPOSE

The Maryland Department of Public Safety and Correctional Services (DPSCS), Information Technology and Communications Division (ITCD) wishes to continue to provide an IT computing infrastructure management program that is consistent with the State of Maryland's best practices and standards. This TORFP is issued to acquire the services from a TO Contractor for technical support of the ITCD mainframe and network. The TO Contractor shall be accountable for maintaining high availability and integrity of the operating systems, sub-systems, and ISV program products for the IBM mainframe while completing the prescribed work. These services will include the planned installation, testing, and maintenance of system software with the appropriate versions, releases, maintenance and on-call support for all systems identified.

2.1.2 DPSCS ITCD INFORMATION

The Maryland Department of Public Safety and Correctional Services (DPSCS), Information Technology and Communications Division (ITCD) provides enterprise-wide infrastructure support to all divisions within the Maryland Department of Public Safety, such as the Office of the Secretary, Corrections, Parole & Probation, Pretrial Detention, Maryland Parole Commission. ITCD also provides IT services to the Court System, Maryland Department of Transportation - Motor Vehicle Administration, the Comptroller's Office, and the entire law enforcement community statewide, by providing telecommunication networks and links to external law enforcement agencies, such as NCIC and NLETS. Our mission, vision, and guiding principles are stated below.

DPSCS Mission: The Department of Public Safety and Correctional Services protects the public, its employees, and detainees and offenders under its supervision.

DPSCS Vision: Dedicated to strengthening the public safety in our communities, the Department of Public Safety and Correctional Services will reduce criminal behavior and improve the quality of life for all Marylanders through its diverse programs, services, and community partnerships. The Department will continuously support its employees who will provide experienced, professional leadership in the criminal justice community and be nationally recognized for excellence.

DPSCS Guiding Principles:

1. To be focused on empowering people to succeed.
2. To be an effective and efficient team of professionals.
3. To be inclusionary – to involve all parties, both internal and external, who need to be part of the process.
4. To be honest – to do everything with integrity.
5. To be ethical – to do the right thing both legally and morally.
6. To be informed and guided by appropriate and valid data in our decisions.

To be outcome oriented in achieving results consistent with our mission.

2.1.3 BACKGROUND & ITCD OVERVIEW

The Department of Public Safety and Correctional Services, Information Technology and Communications Division (DPSCS ITCD) operates a twenty-four (24) hours a day, seven (7) days a week data center. ITCD is tasked with providing all information technology services for all departments within the Maryland Department of Public Safety and Correctional Services, along with the law enforcement community statewide. These services include online interactive systems, batch reports, e-mail services, and Internet access, using both the z/890 mainframe systems and distributed network servers. Law enforcement and correctional officers rely on the CJIS online system to be operational for their personal safety and the safety of the general public. ITCD is responsible for the delivery and technical support of hardware and operating system platforms. These services include the systems programming and maintenance of an IBM mainframe system. ITCD implements DPSCS's information technology vision, standards, architecture, and planning processing, along with providing internal data, information, and communications services.

The ITCD data center services are mainframe-centric and the support services necessary shall include but not be limited to, the delivery of requisite systems programming/administrative skills and expertise to ensure high availability, reliability, and performance of the operating systems, sub-systems and ISV program products for the IBM z/OS mainframe platform(s).

2.1.4 OBJECTIVE

The objective of this TORFP is to acquire services from a TO Contractor to install, customize, and implement upgraded versions of the Department's critical mainframe software products, such as, DB2, IMS, and WebSphere MQ. These services will ensure that all critical software products are at supported levels, to avoid obsolescence and aids in keeping the critical systems available to all criminal justice communities.

2.2 CONTRACTOR REQUIRED PLANS, REPORTS, AND PERSONNEL DUTIES AND RESPONSIBILITIES

The following details the services that the TO Contractor's personnel shall be responsible for providing:

- 2.2.1 A detailed Microsoft Project Plan for the installation and implementation of IBM's IMS database management system software (DBMS) version 8.1 on the Department's three (3) LPAR's (Tech, Development and Production), which include five (5) separate regions, or environments. (Year 1)
- 2.2.2 A detailed Microsoft Project Plan for the installation and implementation of IBM's IMS database management system software (DBMS) version 9.1 on the Department's three (3) LPAR's (Tech, Development and Production), which include five (5) separate regions, or environments. (Year 2)
- 2.2.3 A detailed Microsoft Project Plan for the installation and implementation of IBM's DB2 database management system software (DBMS) version 7.1 on the Department's three (3) LPAR's (Tech, Development and Production), which include five (5) separate regions, or environments. (Year 1)

- 2.2.4 A detailed Microsoft Project Plan for the installation and implementation of IBM's DB2 database management system software (DBMS) version 8.1 on the Department's three (3) LPAR's (Tech, Development and Production), which include five (5) separate regions, or environments. (Year 2)
- 2.2.5 A detailed Microsoft Project Plan for the installation and implementation of IBM's WebSphere MQ for z/OS messaging software version 6.0 on the Department's three (3) LPAR's (Tech, Development and Production), which include five (5) separate regions, or environments.
- 2.2.6 A detailed Microsoft Project Plan for the decommissioning and migration off of Public Safety Data Center's Cisco 7513 CIP routers to Cisco 7206 CIP routers on the Department's Core network and Production LPAR.
- 2.2.7 A detailed Microsoft Project Plan for the decommissioning of Public Safety Data Center's 3725 FEPs off the Department's Test and Production LPARs.
- 2.2.8 A detailed Microsoft Project Plan for the installation and implementation of redundant Cisco 7206 routers for TN3270 access via 9 Data Centers on the Department's Core Network.
- 2.2.9 A detailed Microsoft Project Plan for the migration off DPSCS mainframe's 193.x.x.x address range to NetworkMD assigned 10.x.x.x address space.
- 2.2.10 Provide expertise and assistance in emergency situations. TO contractor must respond in 20 minutes by telephone and 2 hours onsite (if required), on a 24 x 7 x 365 basis.
- 2.2.11 Produce monthly status reports, using the ITCD provided WORD template.
- 2.2.12 Work will be accomplished during normal business hours, 7:30 am – 5:30 PM Monday - Friday, except when responding to emergency situations (item 9 above) or implementing new software into the Production LPAR or tasks requiring network outages, which will take place on Sunday mornings.
- 2.2.13 IT SUPPORT -- The TO Contractor's personnel tasks shall include, and not be limited to, the following:
 - 2.2.13.1 Operating systems, TCP/IP, MQ messaging, VTAM network software installation, initial configuration, and maintenance.
 - 2.2.13.1.1 z/OS 1.7 software installation, configuration, and maintenance, using SMP/E.
 - 2.2.13.1.2 ACF/VTAM, TCP/IP and NCP installation, configuration, maintenance and support.
 - 2.2.13.1.3 Netview for z/OS installation, configuration and maintenance.
 - 2.2.13.2 Database software and management support for DB2 and IMS databases, and VSAM files.
 - 2.2.13.2.1 Installation, configuration and maintenance of DB2 7.1 (Year 1) and DB2 8.1 (Year 2) DBMS.
 - 2.2.13.2.2 Installation, configuration and maintenance of IMS 8.1 (Year 1) and IMS 9.1 (Year 2) DBMS.
 - 2.2.13.2.3 Database backup and recovery support for DB2 and IMS databases.

- 2.2.13.3 WebSphere MQ software installation, configuration, and maintenance.
 - 2.2.13.3.1 Installation, configuration and maintenance of WebSphere 6.0 messaging software.
 - 2.2.13.3.2 Installation and configuration of 128-bit encryption on all Websphere MQ connections and queues.
- 2.2.13.4 WAN core and remote infrastructure
 - 2.2.13.4.1 Support for 3270 terminal migration to TN3270
 - 2.2.13.4.2 Migration off the existing CISCO 7513 CIP routers
 - 2.2.13.4.3 Implementation of redundant CISCO 7206 routers
- 2.2.13.5 Mainframe Network Environment
 - 2.2.13.5.1 Migration off Department's 193.x.x.x address range to 10.x.x.x
 - 2.2.13.5.2 Support the completion of OSA implementation
 - 2.2.13.5.3 Support for migration of Department's SNA network technologies
 - 2.2.13.5.4 Implementation of APPN
 - 2.2.13.5.5 Decommissioning of 3725 FEP's
- 2.2.13.6 Host On Demand (HOD)
- 2.2.13.7 Software installation, configuration, and maintenance

2.3 OPERATIONS SUPPORT

In providing support for these services, the TO Contractor's personnel shall interface daily with ITCD Legacy Technical Services Support staff and also shall work with:

- 2.3.1 Data Center Operations personnel to:
 - 2.3.1.1 Research and resolve production system problems, on an emergency basis.
 - 2.3.1.2 Plan and document changes to the production environment.
 - 2.3.1.3 Install, maintain, and upgrade hardware and software on a pre-determined and approved schedule.
 - 2.3.1.4 Create procedures for system programming and support.
- 2.3.2 Application programming personnel to:
 - 2.3.2.1 Research and resolve problems in development or production applications, on an emergency basis.
 - 2.3.2.2 Test and evaluate new software versions.
 - 2.3.2.3 Answer any system-related questions.
- 2.3.3 Database Management personnel to:
 - 2.3.3.1 Maintain and upgrade DB2 and IMS database management system software.
- 2.3.4 DPSCS ITCD Senior Technical Staff to:
 - 2.3.4.1 Answer technical inquiries.
 - 2.3.4.2 Suggest better techniques or strategies to reach DPSCS goals.
 - 2.3.4.3 Assist in the design, implementation, and maintenance of IBM's LPAR (Logical Partition) environment.

- 2.3.4.4 Install and maintain JES2, RMF, TSO/E, ISPF, DFHSM software.
- 2.3.4.5 Install and use SAS/MXG software and IBM's Workload Manager to perform capacity planning and performance tuning.
- 2.3.4.6 Install and maintain ACF/VTAM, TCP/IP and NCP network software.
- 2.3.4.7 Install, use and maintain Netview software.
- 2.3.4.8 Assist in the design and maintenance of Department's DASD management strategy.
- 2.3.4.9 Assist in the configuration of new mainframe and storage hardware.
- 2.3.4.10 Install and maintain DB2 and IMS database management systems software.
- 2.3.4.11 Assist in the development of disaster recovery strategy.
- 2.3.4.12 Assist application programming staff with various problems.
- 2.3.4.13 Analyze and solve problems related to new versions of the operating system, DBMS, CICS, network, application or security software products, if they occur.
- 2.3.4.14 Develop and support system exits and utility programs, if needed.
- 2.3.4.15 Assist in the performance of system GEN's for hardware changes.
- 2.3.4.16 Produce and maintain system documentation.
- 2.3.4.17 Install and maintain mainframe OSA environment
- 2.3.4.18 Assist in the implementation of new versions of Host on Demand
- 2.3.4.19 Assist in the migration of department's SNA network technologies
- 2.3.4.20 Act as Lead Programmer for decommissioning of 3725 FEP's

2.4 GENERAL RESPONSIBILITIES

The following are general responsibilities that, pursuant to other DPSCS guidelines, the TO Contractor and TO Contractor's personnel shall be responsible for:

- 2.4.1 Providing the services in conformance with the requirements of this TORFP.
- 2.4.2 Conforming to changes in laws, regulations, policies and technology. Major changes shall be proposed on a project-by-project basis to alter the environment to conform to the new requirements.
- 2.4.4 Reporting performance against prescribed service level requirements.
- 2.4.5 Obtaining prior written approval/authorization and coordinating all system changes to DPSCS ITCD management that may affect the service levels of any other service area.
- 2.4.6 Maintaining a consistent level of service such as providing backup personnel in the event of illness, vacation, etc., and responding to "emergency" service issues immediately.

2.5 PLANNING SUPPORT RESPONSIBILITIES

The TO Contractor shall provide planning, staff and supporting activities needed to successfully assist the current State Staff in providing uninterrupted mainframe availability to DPSCS Customers. The TO Contractor must demonstrate the understanding and ability to

assume responsibilities as defined in this TO without negative impact to current operations and capabilities.

At a minimum, the TO Contractor shall provide the following services:

- 2.5.4.1 Planning for, monitoring of, and reporting on assigned network or mainframe-centric activities.
- 2.5.4.2 Methodology including risk identification and mitigation: Identify and mitigate risk to the DPSCS mainframe environment.
- 2.5.4.3 Commitment of qualified staff at the beginning of and throughout the life of the task order.
- 2.5.4.4 Acquire understanding of DPSCS's business activities, application systems and IT infrastructure.
- 2.5.4.5 Acquire knowledge of the State's existing DPSCS Enterprise software, tools, and supporting resources, and identify any additional software, tools, and supporting resources as needed only after receiving approval/authorization from the TO Project Manager.

2.6 SOFTWARE, TOOLS AND SUPPORTING RESOURCES

The TO Contractor's personnel shall utilize available DPSCS software, tools, and supporting resources to deliver services in support of the DPSCS mainframe

2.7 TESTING

The TO Contractor's personnel shall develop all strategic and tactical plans and methodologies for verifying all changes applied to systems hardware and software. Plans shall include detailed scenarios, approach, responsibilities, configuration prerequisites, expected outcomes, and, if necessary, back out and recovery procedures. A detailed regression test plan shall be documented and maintained to ensure systems integrity. All testing shall initially be performed in an environment independent of all production workloads, e.g. in the Tech logical partition (LPAR), with a level of validation testing subsequent to changes being migrated into the production LPAR.

2.8 TRAINING

The TO Contractor's personnel shall train appropriate State staff on proper system programming techniques and technical issues of the various software products. It is the responsibility of the TO Contractor to ensure that its personnel are trained adequately to perform the functions in the scope of the TORFP and according to the standards of performance of this TORFP, at no additional cost to the State.

2.9 CONFIGURATION/CHANGE MANAGEMENT

The TO Contractor's personnel shall conform to all DPSCS policies, standards and procedures relating to configuration and change management. This will include participation in change management meetings, architecture and design reviews, representing DPSCS perspective in the identification and buy-in of all technical requirements, and collaborate in identification of system and environmental impacts including the identification and mitigation of all risks. The TO Contractor's personnel shall plan, install, and configure the operating system and network operating system, including but not limited to protocol details, user and group definitions, address schemes, backup and restore processes, disk space mappings, and monitor and report on service level delivery, hardware configurations, and access rights in conformance with said policy and procedures. The TO Contractor's personnel shall make recommendations to and create, provide and maintain complete documentation of any changes to hardware, software, or configuration. This documentation

will be provided to the TO Manager, will also be maintained in appropriate system documentation files, and will be audited on a regular basis. The TO Contractor shall make no changes to any of the systems without the express approval of the TO Manager.

2.10 TO MANAGEMENT

The DPSCS Chief Technology Officer (CTO) or his appointee will assign and track tasks accordingly to the personnel being provided and monitor the work being performed. Through the monthly accounting of hours, deliverable for work types, actual work produced will be reconciled with the hours reported, using DPSCS-provided project management tools. The DPSCS ITCD will assign a Manager to serve as the Task Order (TO) Manager for their specific part of the work in this TORFP.

2.11 PERFORMANCE EVALUATION AND STANDARDS

TO Contractor personnel will be evaluated by the TO Manager on a quarterly basis for each assignment performed during that period. The established performance evaluation and standards are included as Exhibit B.

2.12 MITIGATION PROCEDURES

Should an evaluation of any TO Contractor's personnel indicate poor or non-performance, the TO Manager will follow the established mitigation process included as Exhibit C., prior to requesting that the TO Contractor provide a replacement employee.

2.13 WORK HOURS

During performance of this project, the TO Contractor personnel shall work very closely with the ITCD to develop detailed project and work plans required to deliver all related systems management services. The TO Contractor's staff shall conform to ITCD's working hours of working eight (8) hours during the period, 7:30 a.m. – 5:30 p.m., Monday - Friday, along with providing twenty four (24) hours per day, seven (7) days per week on-call support on an emergency basis, for operational integrity. Due to the nature of the work being performed, some Sunday mornings between the hours of 6:00 a.m. and 10:00 a.m. shall be required working days.

2.14 DELIVERABLES

The Contractor is required to obtain plan approval prior to implementing any deliverable identified below. Project deliverables are as follows:

- 2.14.1 Successfully install, configure and implement the upgrade of IBM's IMS database management system software, from version 6.1 to version 8.1 on the Department's three (3) LPAR's (Tech, Development and Production), which include five (5) separate regions, or environments in Year 1. (Not to exceed 400 hours)
- 2.14.2 Successfully install, configure and implement the upgrade of IBM's IMS database management system software, from version 8.1 to version 9.1 on the Department's three (3) LPAR's (Tech, Development and Production), which include five (5) separate regions, or environments in Year 2. (Not to exceed 400 hours)
- 2.14.3 Successfully install, configure and implement the upgrade of IBM's DB2 database management system software, from version 6.1 to version 7.1 on the Department's three (3) LPAR's (Tech, Development and Production), which include five (5) separate regions, or environments in Year 1. (Not to exceed 400 hours)
- 2.14.4 Successfully install, configure and implement the upgrade of IBM's DB2 database management system software, from version 7.1 to version 8.1 on the Department's

- three (3) LPAR's (Tech, Development and Production), which include five (5) separate regions, or environments in Year 2. (Not to exceed 400 hours)
- 2.14.5 Successfully install, configure and implement the upgrade of IBM's WebSphere MQ for z/OS messaging software, from version 5.3 to version 6.0 on the Department's three (3) LPAR's (Tech, Development and Production), which include five (5) separate regions, or environments. (Not to exceed 320 hours)
 - 2.14.6 Successfully decommission and migrate off of Public Safety Data Center's Cisco 7513 CIP routers to Cisco 7206 CIP routers on the Department's Core network and Production LPAR. (Not to exceed 120 hours)
 - 2.14.7 Successfully decommission PSDC's 3725 FEPs off the Department's Test and Production LPARs. (Not to exceed 60 hours)
 - 2.14.8 Successfully install and implement redundant Cisco 7206 routers for TN3270 access via nine (9) Data Centers on the department's Core Network. (Not to exceed 40 hours)
 - 2.14.9 Successfully migrate off DPSCS mainframe's 193.x.x.x address range to the DPSCS /NetworkMD assigned 10.x.x.x address space. (Not to exceed 80 hours)
 - 2.14.10 Provide technical support post-implementation) after all software and hardware implementations in the Production LPAR for a minimum of one (1) week. (Not to exceed 80 hours for each implementation of Deliverables # 1, 2, 3, 4 and 5)
 - 2.14.11 Provide on-call expertise and assistance for the following IBM mainframe software, when the level of expertise needed exceeds that which is available from in-house State staff. (not to exceed 200 hours per year).
 - 2.14.11.1 z/OS version 1.4 and higher
 - 2.14.11.2 CICS/ESA version 4.1 and higher
 - 2.14.11.3 IMS version 6.1 and higher
 - 2.14.11.4 DB2 version 6.1 and higher
 - 2.14.11.5 WebSphere MQ for z./OS version 5.3 and higher
 - 2.14.11.6 Netview version 3.1 and higher
 - 2.14.11.7 Host On Demand (HOD)
 - 2.14.11.8 ACF/VTAM
 - 2.14.11.9 TCP/IP
 - 2.14.11.10 NCP
 - 2.14.12 ITCD will provide a WORD Template to create status reports. The TO Contractor will provide a report each month, which summarizes the work performed that month. It should also include the total hours worked by each technician that month.

2.15 REQUIRED POLICIES, GUIDELINES AND METHODOLOGIES

The TO Contractor shall be required to comply with all applicable laws, regulations, policies, standards and guidelines affecting information technology work, which may be created or changed periodically. The TO Contractor shall adhere to and remain abreast of current, new, and revised laws, regulations, policies, standards and guidelines affecting work execution. These may include, but are not limited to:

- 2.15.1 The State's System Development Life Cycle (SDLC) methodology at: www.dbm.maryland.gov - keyword: SDLC.
- 2.15.2 The State Information Technology Security Policy and Standards at: www.dbm.maryland.gov - keyword: Security Policy.

- 2.15.3 The State Information Technology Project Oversight at: www.dbm.maryland.gov - keyword: IT Project Oversight.
- 2.15.4 The State of Maryland Enterprise Architecture at www.dbm.maryland.gov - keyword: MTAF Guiding Principles.
- 2.15.5 The Information Technology and Communications Division Data Network standards and DPSCS Configuration Control Board procedures.

2.16 TO CONTRACTOR PERSONNEL MINIMUM QUALIFICATIONS AND CERTIFICATIONS

The Contractor's must employ personnel with a combined minimum of ten (10) years MVS (z/OS) Systems programming experience and most recent experience must have occurred within past year. Minimum skills:

- 2.16.1 Systems programming, installation, configuration, customization and maintenance of z/OS and the supporting programs, utilizing SMP/E, TSO/E, JES2, NCP, and ACF/VTAM.
- 2.16.2 Systems programming of z/OS and z/Series hardware definitions, using HCD in an LPAR environment.
- 2.16.3 Diagnosing z/OS performance problems and tuning that operating system.
- 2.16.4 Diagnosing performance problems in DB2, IMS and CICS and then tuning subsystem.
- 2.16.5 z/OS dump reading and analysis.
- 2.10.6 Diagnosing performance problems in WebSphere MQ for z/OS and then tuning subsystem.
- 2.16.7 Network integration and implementation of SNA mainframe to TCP/IP environment.
- 2.16.8 Experience with the implementation, customization, maintenance and troubleshooting of network applications and hardware connectivity – 3725 FEP, VTAM, NCP, APPN, OSA, Enterprise Extender, TN3270, FTP, VPS, and CICS.
- 2.16.9 Knowledge and experience running and reading VTAM trace dumps.
- 2.16.10 Knowledge and experience of Enterprise Extender.
- 2.16.11 Experience installing networks, network enhancements and upgrades; monitoring hardware function of networks to ensure proper configurations operations; and the ability to troubleshoot WAN/LAN network operations.
- 2.16.11 Working knowledge of TCP/IP, network routing protocols, installing, administering, maintaining and troubleshooting wide-area networks.
- 2.16.12 Hands-on experience with CISCO CIP routers.

2.16.13 Experience with working on criminal justice systems, such as NCIC2000, NLETS and CCH.

2.17 TO CONTRACTOR EXPERTISE REQUIRED

The TO Contractor shall be capable of furnishing all necessary services required to successfully complete all tasks and work requirements and produce high quality deliverables described herein. The TO Contractor shall demonstrate, in its proposal, that it possesses senior-level skills working with the software products referenced in Sections 2.3 and 2.8. The TO Contractor shall also demonstrate its experience working with nationwide criminal justice systems (NCIC/NLETS) and their networks.

2.18 SUBSTITUTION OF PERSONNEL

The TO Contractor shall only propose staff available at the time of the TO Proposal and that satisfy the personnel qualifications specified in the Master Contract. In addition, the TO Contractor shall abide by the substitution of personnel requirements in the Master Contract, Section 2.11.8.

2.19 NON-PERFORMANCE OF PERSONNEL

In the event that ITCD is dissatisfied with the TO Contractor's personnel for not performing to the specified standards specified in Section 2.4, the TO Contractor personnel may be removed at the TO Manager's discretion. Both parties will be in full communication as to the nature of the dissatisfaction and previous mitigation efforts included in Section 2.5. Replacement personnel must have qualifications equal to or greater than that of the non-performing person initially proposed and evaluated and accepted in the TO Agreement. The TO Manager will determine the amount of time the TO Contractor has to provide a replacement.

2.20 INVOICING

Invoices for both fixed-fee and time-and-materials services shall be submitted monthly. Invoices will reflect costs for hours worked indicated in the accompanying monthly status reports (Deliverable 2.8-10). Upon verification and acceptance of the invoices by the TO Manager, payment will be made to the TO Contractor.

Invoice payments to the TO Contractor shall be governed by the terms and conditions defined in the CATS Master Contract. Invoices for payment shall contain the TO Contractor's Federal Employer Identification Number (FEIN), as well as the information described below, and must be submitted to the TO Manager for payment approval. Payment of invoices will be withheld if a signed Acceptance of Deliverable form – Attachment 6, is not submitted. On-call hours would be billed based on actual time worked.

2.20.1 INVOICE SUBMISSION PROCEDURE

This procedure consists of the following requirements and steps:

2.20.1.1 The invoice shall identify DPSCS ITCD, deliverable description, associated TO Agreement number, date of invoice, period of performance covered by the invoice, and a TO Contractor point of contact with telephone number.

2.20.1.2 The TO Contractor shall send the original of each invoice and supporting documentation (itemized billing reference for employees, including detail of work hours) submitted for payment to DPSCS ITCD at the following address:

Attention: D. Wiltshire
6776 Reisterstown Road, Suite 211

- 2.20.1.3 Invoices for final payment shall be clearly marked as “FINAL” and submitted when all work requirements have been completed and no further charges are to be incurred under the TO Agreement. In no event shall any invoice be submitted later than 60 calendar days from the TO Agreement termination date.

2.21 REPORTING

The TO Contractor and the TO Requesting Agency shall conduct weekly in-person progress meetings. A weekly project progress report shall be submitted 24 hours in advance prior to the discussion to the TO Manager and shall contain, at a minimum, the following information:

TO Requesting Agency name, TO Agreement number, functional area name and number, reporting period and “Progress Report” to be included in the e-mail subject line.

1. Work accomplished during the week period.
2. Deliverable progress, as a percentage of completion.
3. Problem areas, including scope creep or deviation from the work plan.
4. Planned activities for the next reporting period.
5. Gantt chart updated from the original to show actual progress; as applicable, explanations for variances and plan for completion on schedule.

An accounting report for the current reporting period and a cumulative summary of the totals for both the current and previous reporting periods. The accounting report shall include amounts invoiced-to-date and paid-to-date.

2.22 CHANGE ORDERS

If the TO Contractor is required to (1) perform additional work, or (2) work to be performed will exceed the maximum number of hours allowed for a specific task, or (3) there is a work reduction due to unforeseen scope changes, a TO Change Order will be initiated. The TO Contractor and TO Manager shall negotiate a mutually acceptable price modification based on the TO Contractor’s proposed rates in the Master Contract and scope of the work change. No scope of work modifications shall be performed until a change order is approved by DBM and executed by the TO Procurement Officer.

SECTION 3 - TO PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

3.1 REQUIRED RESPONSE

Each Master Contractor receiving this CATS TORFP must respond within the submission time designated in the Key Information Summary Sheet. Each Master Contractor is required to submit two possible responses: 1) a proposal and/or 2) a completed Master Contractors Feedback Form, to be submitted electronically off the CATS web site.

3.2 FORMAT

If a Master Contractor elects to submit a TO Proposal, the Master Contractor shall do so in conformance with the requirements of this CATS TORFP. The TO Proposal shall provide the following:

3.2.1 THE TECHNICAL PORTION OF THE TO PROPOSAL SHALL INCLUDE:

3.2.1.1 Proposed Services

3.2.1.1.1 Requirements: A detailed discussion of the Master Contractor's understanding of the work and the Master Contractor's capabilities, approach and solution to address the requirements outlined in Section 2.

3.2.1.1.2 Assumptions: A description of any assumptions formed by the Master Contractor in developing the Technical Proposal.

3.2.1.2 Proposed Personnel

3.2.1.2.1 Identify and provide resumes for all proposed personnel by labor category.

3.2.1.2.2 Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications in Section 2.10.

3.2.1.2.3 Any proposed personnel, who enter the premises of a facility under the jurisdiction of the Department, shall be searched, fingerprinted (for the purpose of a criminal background check), photographed and required to wear an identification card issued by the Department.

3.2.1.2.4 Complete and provide Attachment 4 – Labor Classification Personnel Resume Summary.

3.2.1.2.5 Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under this TO Agreement.

3.2.1.3 Subcontractors

3.2.1.3.1 Identify all proposed subcontractors and their full roles in the performance of this TORFP Scope of Work.

3.2.1.4 Master Contractor and Subcontractor Experience and Capabilities

3.2.1.4.1 Provide three examples of work assignments including any work assignments performed in support of an entity whose primary

function is related to the criminal justice sector, that the proposed personnel have completed that were similar in scope to the one defined in this TORFP. Each of the three examples must include a reference complete with the following:

- 3.2.1.4.1.1 Name of organization.
- 3.2.1.4.1.2 Name, title, and telephone number of point-of-contact for the reference.
- 3.2.1.4.1.3 Type and duration of contract(s) supporting the reference.
- 3.2.1.4.1.4 The services provided within the scope of the contract and performance objectives satisfied as they relate to the scope of this TORFP.
- 3.2.1.4.1.5 Whether the proposed personnel are still providing these services and, if not, an explanation of why services are no longer provided to the client organization.

3.2.1.5 State of Maryland Experience: If applicable, the Master Contractor shall submit a list of all contracts it currently holds or has held within the past five years with any government entity of the State of Maryland. For each identified contract, the Master Contractor shall provide:

- 3.2.1.5.1 The State contracting entity,
 - 3.2.1.5.1.1 A brief description of the services/goods provided,
 - 3.2.1.5.1.2 The dollar value of the contract,
 - 3.2.1.5.1.3 The term of the contract,
 - 3.2.1.5.1.4 Whether the contract was terminated prior to the specified original contract termination date,
 - 3.2.1.5.1.5 Whether any available renewal option was not exercised,
 - 3.2.1.5.1.6 The State employee contact person (name, title, telephone number and e-mail address).

This information will be considered as part of the experience and past performance evaluation criteria in the TORFP.

3.2.1.6 State Assistance

Provide an estimate of expectation concerning participation by State personnel.

3.2.1.7 Confidentiality

A Master Contractor should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Public Information Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Contractors are advised that, upon request for this information from a third party, the TO Procurement Officer will be required to make an independent determination regarding whether the information may be disclosed.

3.2.2 THE FINANCIAL RESPONSE OF THE TO PROPOSAL SHALL INCLUDE:

3.2.2.1 A description of any assumptions on which the Master Contractor's Financial Proposal is based.

3.2.2.2 Completed Financial (Price) Proposal - Attachment 1 including:

The Master Contractor should indicate on Attachment 1 the appropriate Labor Category being proposed, and the Fixed Hourly Labor Category Rate. Proposed rates are not to exceed the rates defined in the Master Contract.

SECTION 4 - PROCEDURE FOR AWARDING A TO AGREEMENT

4.1 EVALUATION CRITERIA

The TO Contractor will be selected from among all eligible Master Contractors within the appropriate functional area responding to the CATS TORFP. In making the TO Agreement award determination, DPSCS ITCD will consider all information submitted in accordance with Section 3.

4.2 TECHNICAL CRITERIA

The following are technical criteria for evaluating a TO Proposal in descending order of importance:

- Technical Experience of Candidates being submitted for consideration.
- Length of time each Candidate has been performing the functions using the tools described in the scope of work.
- The Master Contractor's understanding of the work to be accomplished.

4.3 SELECTION PROCEDURES

4.3.1 Proposed personnel will be assessed for compliance with the minimum qualifications in Section 2.10 of the TORFP. Master Contractors' proposing personnel who fail to meet the minimum qualifications will be disqualified and their proposals eliminated from further consideration.

4.3.2 TO Proposals deemed technically qualified will have their financial proposal considered. All others will receive e-mail notice from the TO Procurement Officer of not being selected to perform the work.

4.3.3 The State will conduct interviews of all personnel proposed in each TO Proposal that meets minimum qualifications.

4.3.4 Qualified TO Proposal financial responses will be reviewed and ranked from lowest to highest price proposed.

4.3.5 The most advantageous TO Proposal offer considering technical and financial submission shall be selected for the work assignment. In making this selection, technical merit has greater weight than price.

4.4 COMMENCEMENT OF WORK UNDER A TO AGREEMENT

Commencement of work in response to a TO Agreement shall be initiated only upon issuance of a fully executed TO Agreement, Purchase Order and by a Notice to Proceed authorized by the TO Procurement Officer.

ATTACHMENT 1 - PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # Q00P7207494

PRICING FOR DELIVERABLES

Labor Categories	A	B	C
	Hourly Labor Rate	Total Class Hours	Total Proposed CATS TORFP Price
(Insert Proposed Labor Categories for this TORFP here)			
Deliverable 1 (Year 1)			
Upgrade IMS database - planning	\$		\$
Upgrade IMS database - installation & implementation	\$		\$
Deliverable 2 (Year 2)			
Upgrade IMS database - planning	\$		\$
Upgrade IMS database - installation & implementation	\$		\$
Deliverable 3 (Year 1)			
Upgrade DB2 database – planning	\$		\$
Upgrade DB2 database – installation & implementation	\$		\$
Deliverable 4 (Year 2)			
Upgrade DB2 database – planning	\$		\$
Upgrade DB2 database – installation & implementation	\$		\$
Deliverable 5			
Upgrade WebSphere MQ – planning	\$		\$
Upgrade WebSphere MQ – installation & implementation	\$		\$
Deliverable 6			
Decommission Cisco 7513's - plan	\$		\$
Decommission Cisco 7513's – implementation	\$		\$
Deliverable 7			
Decommission 3725's - plan	\$		\$
Decommission 3725's – implementation	\$		\$
Deliverable 8			
Install Cisco 7206's - plan	\$		\$
Install Cisco 7206's - implementation	\$		\$
Deliverable 9			
Migrate IP addresses - plan	\$		\$
Migrate IP addresses - implementation	\$		\$

SUBMIT THIS WITH THE FINANCIAL RESPONSE

Deliverable 10			
Post Implementation Support	\$		\$
Deliverable 11			
Emergency Assistance (Year 1)	\$		\$
Emergency Assistance (Year 2)	\$		\$
Reports	\$		\$
Total Evaluated Price		\$	

Authorized Individual Name

Company Name

Title

Company Tax ID #

The Hourly Labor Rate is the actual rate the State will pay for services and must be recorded in dollars and cents. The Hourly Labor Rate cannot exceed the Master Contract Rate, but may be lower. Time for travel will be reimbursed as allowed in Section 2.3.4 of the Master Contract.

ATTACHMENT 1-A -- PRICE PROPOSAL

PRICE PROPOSAL FOR CATS TORFP # Q00P7207494

TIME AND MATERIALS PRICING FOR ON-CALL SERVICES

FUNCTIONAL AREA	HOURLY RATE	ANTICIPATED HRS	EXTENDED PRICE
Functional Area 1 - Enterprise Service Provider (ESP). Services to ensure that information systems are designed to capitalize on agency architectures and State IT standards, provide interoperability with other systems and networks, be reliable and maintainable, and make the most cost-effective use of commercial off-the-shelf (COTS) technology and agency-wide and government-wide resources.	\$ _____	45 HRS	\$ _____
Functional Area 2 - Web and Internet Systems. A broad range of business solutions and support using the capabilities of the web and Internet; design, develop, test, implement and maintain web sites, portals, web applications and web services and the associated hardware, software, network and security components that comprise these solutions.	\$ _____	45 HRS	\$ _____
Functional Area 6 - Systems/Facilities Management and Maintenance. Services include Data Center Technical Support/Operations and Help Desk. At the State's discretion, these services may be required to be provided externally to the requesting agency.	\$ _____	45 HRS	\$ _____
Functional Area 7 - Information System Security. Strategies and solutions to defend hardware and software IT and telecommunications resources against adversaries such as viruses, worms and hackers for operating systems and applications in a mainframe, client/server or networked environment.	\$ _____	45 HRS	\$ _____
Functional Area 15 - Documentation/Technical Writing. Develop and/or maintain the following types of documentation: system documentation; user manuals; computer operations and program maintenance manuals; plans for training, testing, quality assurance, and contingency operations; and backup, recovery and restart procedures; technical writing for proposals, presentations, standard operating procedures (SOP), and policies and procedures.	\$ _____	45 HRS	\$ _____
TOTAL	----- --	----- -	\$

The anticipated number of hours is used for evaluation purposes only and is definite quantity or firm commitment on the part of the Department.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

TO CONTRACTOR MINORITY BUSINESS ENTERPRISE REPORTING REQUIREMENTS

CATS TORFP # Q00P7207494

These instructions are meant to accompany the customized reporting forms sent to you by the TO Manager. If, after reading these instructions, you have additional questions or need further clarification, please contact the TO Manager immediately.

As the TO Contractor, you have entered into a TO Agreement with the State of Maryland. As such, your company/firm is responsible for successful completion of all deliverables under the contract, including your commitment to making a good faith effort to meet the MBE participation goal(s) established for TORFP. Part of that effort, as outlined in the TORFP, includes submission of monthly reports to the State regarding the previous month's MBE payment activity. Reporting forms D-5 (TO Contractor Paid/Unpaid MBE Invoice Report) and D-6 (Subcontractor Paid/Unpaid MBE Invoice Report) are attached for your use and convenience.

The TO Contractor must complete a separate Form D-5 for each MBE subcontractor for each month of the contract and submit one copy to each of the locations indicated at the bottom of the form. The report is due no later than the 15th of the month following the month that is being reported. For example, the report for January's activity is due no later than the 15th of February. With the approval of the TO Manager, the report may be submitted electronically. Note: Reports are required to be submitted each month, regardless of whether there was any MBE payment activity for the reporting month.

The TO Contractor is responsible for ensuring that each subcontractor receives a copy (e-copy of and/or hard copy) of Form D-6. The TO Contractor should make sure that the subcontractor receives all the information necessary to complete the form properly, i.e., all of the information located in the upper right corner of the form. It may be wise to customize Form D-6 (upper right corner of the form) for the subcontractor the same as the Form D-5 was customized by the TO Manager for the benefit of the TO Contractor. This will help to minimize any confusion for those who receive and review the reports.

4. It is the responsibility of the TO Contractor to make sure that all subcontractors submit reports no later than the 15th of each month, regardless of whether there was any MBE payment activity for the reporting month. Actual payment data is verified and entered into the State's financial management tracking system from the subcontractor's D-6 report only. Therefore, if the subcontractor(s) do not submit their D-6 payment reports, the TO Contractor cannot and will not be given credit for subcontractor payments, regardless of the TO Contractor's proper submission of Form D-5. The TO Manager will contact the TO Contractor if reports are not received each month from either the prime contractor or any of the identified subcontractors. The TO Contractor must promptly notify the TO Manager if, during the course of the contract, a new MBE subcontractor is utilized. Failure to comply with the MBE contract provisions and reporting requirements may result in sanctions, as provided by COMAR 21.11.03.13.

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 1

Certified MBE Utilization and Fair Solicitation Affidavit

This document shall be included with the submittal of the Offeror's TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the Offeror's TO Proposal is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in response to TORFP No. Q00P7207494, I affirm the following:

I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of **30** percent and, if specified in the TORFP, NO sub-goals have been established. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude that I am unable to achieve it. Instead, I intend to achieve an MBE goal of 25 percent and request a waiver of the remainder of the goal. If I am selected as the apparent TO Agreement awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder or the apparent awardee.

I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule (Attachment 2 - Form D-2) with the proposal.

I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

I understand that if I am notified that I am the apparent TO Agreement awardee, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.

- (a) Outreach Efforts Compliance Statement (Attachment D-3)
- (b) Subcontractor Project Participation Statement (Attachment D-4)
- (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
- (d) Any other documentation required by the TO Procurement Officer to ascertain offeror's responsibility in connection with the certified MBE participation goal.

If I am the apparent TO Agreement awardee, I acknowledge that if I fail to return each completed document within the required time, the TO Procurement Officer may determine that I am not responsible and therefore not eligible for TO Agreement award. If the TO Agreement has already been awarded, the award is voidable.

In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Offeror Name

Signature of Affiant

Address

Printed Name, Title

Date

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule

This document shall be included with the submittal of the TO Proposal. If the Offeror fails to submit this form with the TO Proposal, the TO Procurement Officer shall determine that the TO Proposal is not reasonably susceptible of being selected for award.

TO Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Agreement Number Q00P7207494	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL WOMAN-OWNED MBE PARTICIPATION: _____ %
TOTAL AFRICAN AMERICAN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By: (please print or type)
 Name: _____ Title: _____

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 2

Minority Business Enterprise Participation Schedule (Continued)

List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

SUBMIT AS A .PDF FILE WITH TO RESPONSE

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 3

Outreach Efforts Compliance Statement

In conjunction with the bid or offer submitted in response to TORFP # Q00P7207494, I state the following:

Offeror identified opportunities to subcontract in these specific work categories:

Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.

Offeror made the following attempts to contact personally the solicited MBEs:

Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.

(DESCRIBE EFFORTS)

This project does not involve bonding requirements.

Offeror did/did not attend the pre-proposal conference

No pre-proposal conference was held.

Offeror Name

By: _____
Name

Address

Title

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 4

Subcontractor Project Participation Statement

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that _____ is awarded the TO Agreement in
(Prime TO Contractor Name)
conjunction with TORFP No. Q00P7207494, it and _____,
(Subcontractor Name)
MDOT Certification No. _____, intend to enter into a contract by which the subcontractor shall:

(Describe work to be performed by MBE):

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

Prime Contractor Signature

Subcontractor Signature

Name

Name

Title

Title

Date

Date

SUBMIT WITHIN 10 WORKING DAYS OF RECEIVING NOTICE OF THE POTENTIAL AWARD

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 5

Minority Business Enterprise Participation TO Contractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): _____ Report is due by the 15th of the following month.	CATS TORFP # Q00P7203648 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
--------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Prime TO Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
List all unpaid invoices over 30 days old received from the MBE subcontractor named above:			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

**If more than one MBE subcontractor is used for this contract, please use separate forms.

Return one copy of this form to the following address:

Donna Wiltshire DPSCS/ITCD 6776 Reisterstown Road Suite 211 Baltimore, MD 21215 dwiltshire@dpscs.state.md.us	Donna Wiltshire DPSCS/ITCD 6776 Reisterstown Road Suite 211 Baltimore, MD 21215 dwiltshire@dpscs.state.md.us
--------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signature: _____

Date: _____

SUBMIT AS REQUIRED IN TO CONTRACTOR MBE REPORTING REQUIREMENTS

ATTACHMENT 2 – MINORITY BUSINESS ENTERPRISE FORMS

FORM D – 6

Minority Business Enterprise Participation Subcontractor Paid/Unpaid Invoice Report

Report #: _____ Reporting Period (Month/Year): ____/____ Report Due By the 15th of the following Month.	CATS TORFP # Q00P7203648 Contracting Unit _____ Contract Amount _____ MBE Sub Contract Amt _____ Contract Begin Date _____ Contract End Date _____ Services Provided _____
MBE Subcontractor Name:	
MDOIT Certification #:	
Contact Person:	
Address:	
City:	State: ZIP:
Phone:	FAX:
Subcontractor Services Provided:	
List all payments received from Prime TO Contractor during reporting period indicated above. 1. 2. 3. Total Dollars Paid: \$ _____	List dates and amounts of any unpaid invoices over 30 days old. 1. 2. 3. Total Dollars Unpaid: \$ _____
Prime TO Contractor:	Contact Person:

Return one copy of this form to the following address:

Donna Wiltshire DPSCS/ITCD 6776 Reisterstown Road Suite 211 Baltimore, MD 21215 dwiltshire@dpscs.state.md.us	Donna Wiltshire DPSCS/ITCD 6776 Reisterstown Road Suite 211 Baltimore, MD 21215 dwiltshire@dpscs.state.md.us
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Signature: _____ Date: _____

ATTACHMENT 3 - TASK ORDER AGREEMENT

CATS TORFP # Q00P7207494
OF MASTER CONTRACT # 050R5800338

This Task Order Agreement (“TO Agreement”) is made this day of Month, 2007 by and between MASTER CONTRACTOR and the STATE OF MARYLAND, Department of Public Safety and Correctional Services, Information Technology and Communications Division.

IN CONSIDERATION of the mutual premises and the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. In this TO Agreement, the following words have the meanings indicated:
 - a. “Agency” means the Office of Transportation Technology Services, as identified in the CATS TORFP #Q00P7207494.
 - b. “CATS TORFP” means the Task Order Request for Proposals #Q00P7207494, dated MONTH DAY, YEAR, including any addenda.
 - c. “Master Contract” means the CATS Master Contract between the Maryland Department of Budget and Management and MASTER CONTRACTOR dated _____.
 - d. “TO Procurement Officer” means TO Procurement Officer. The Agency may change the TO Procurement Officer at any time by written notice to the TO Contractor.
 - e. “TO Agreement” means this signed TO Agreement between the Office of Transportation Technology Services and MASTER CONTRACTOR.
 - f. “TO Contractor” means the CATS Master Contractor awarded this TO Agreement, whose principal business address is (need Vendor address) and whose principal office in Maryland is (need Vendor address)
 - g. “TO Manager” means Craig Dozier of the Agency. The Agency may change the TO Manager at any time by written notice to the TO Contractor.
 - h. “TO Proposal - Technical” means the TO Contractor’s technical response to the CATS TORFP dated date of TO Proposal – Technical.
 - i. “TO Proposal – Financial” means the TO Contractor’s financial response to the CATS TORFP dated date of TO Proposal - FINANCIAL.
 - j. “TO Proposal” collectively refers to the TO Proposal – Technical and TO Proposal – Financial.

2. Scope of Work

- 2.1. This TO Agreement incorporates all of the terms and conditions of the Master Contract and shall not in any way amend, conflict with, or supersede the Master Contract.
- 2.2. The TO Contractor shall, in full satisfaction of the specific requirements of this TO Agreement, provide the services set forth in Section 2 of the CATS TORFP. These services shall be provided in accordance with the Master Contract, this TO Agreement, and the following Exhibits, which are attached and incorporated herein by reference. If there is any conflict among the Master Contract, this TO Agreement, and these Exhibits, the terms of the Master Contract shall govern. If there is any

conflict between this TO Agreement and any of these Exhibits, the following order of precedence shall determine the prevailing provision:

- a. The TO Agreement,
- b. Exhibit A – CATS TORFP
- c. Exhibit B – TO Proposal-Technical
- d. Exhibit C – TO Proposal-Financial

2.3 The TO Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the TO Agreement. No other order, statement or conduct of the TO Procurement Officer or any other person shall be treated as a change or entitle the TO Contractor to an equitable adjustment under this section. Except as otherwise provided in this TO Agreement, if any change under this section causes an increase or decrease in the TO Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the TO Agreement price shall be made and the TO Agreement modified in writing accordingly. The TO Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the TO Contractor shall be allowed if asserted after final payment under this TO Agreement. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause of the Master Contract. Nothing in this section shall excuse the TO Contractor from proceeding with the TO Agreement as changed.

3. Time for Performance.

Unless terminated earlier as provided in the Master Contract, the TO Contractor shall provide the services described in the TO Proposal and in accordance with the CATS TORFP on receipt of a Notice to Proceed from the TO Manager. The term of this TO Agreement is for a period of two years, commencing on the date of Notice to Proceed and terminating on MONTH DAY, YEAR.

4. Consideration and Payment

4.1 The consideration to be paid the TO Contractor shall be done so in accordance with the CATS TORFP and shall not exceed \$total amount of task order. Any work performed by the TO Contractor in excess of the not-to-exceed ceiling amount of the TO Agreement without the prior written approval of the TO Manager is at the TO Contractor's risk of non-payment.

4.2 Payments to the TO Contractor shall be made as outlined Section 2 of the CATS TORFP, but no later than thirty (30) days after the Agency's receipt of an invoice for services provided by the TO Contractor, acceptance by the Agency of services provided by the TO Contractor, and pursuant to the conditions outlined in Section 4 of this Agreement.

4.3 Each invoice for services rendered must include the TO Contractor's Federal Tax Identification Number which is Federal ID number. Charges for late payment of invoices other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time-to-time amended, are prohibited. Invoices must be submitted to: Linda Thompson, ITCD – 6776 Reisterstown Road, Baltimore, Maryland 21215.

4.4 In addition to any other available remedies, if, in the opinion of the TO Procurement Officer, the TO Contractor fails to perform in a satisfactory and timely manner, the TO Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the TO Contractor to be reduced or withheld until such time as the TO Contractor meets performance standards as established by the TO Procurement Officer.

IN WITNESS THEREOF, the parties have executed this TO Agreement as of the date hereinabove set forth.

TO CONTRACTOR NAME

By: Type or Print TO Contractor POC

Date

Witness: _____

STATE OF MARYLAND, MARYLAND DEPARTMENT OF TRANSPORTATION, OFFICE OF
TRANSPORTATION TECHNOLOGY SERVICES

By: insert name, TO Procurement Officer

Date

Witness: _____

***ATTACHMENT 4 - CONFLICT OF INTEREST AFFIDAVIT AND
DISCLOSURE***

- A. "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B. "Person" has the meaning stated in COMAR 21.01.02.01B (64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or sub consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C. The bidder or Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary).
- E. The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 5 - LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY

INSTRUCTIONS:

1. Master Contractors must comply with all personnel requirements under the Master Contract RFP 050R5800338.
2. Only labor categories proposed in the Master Contractors Technical proposal may be proposed under the CATS TORFP process.
3. For each person proposed in any of the labor categories, complete one Labor Category Personnel Resume Summary to document how the proposed person meets each of the minimum requirements.

For example: If you propose John Smith who is your subcontractor and you believe he meets the requirements of the Group Facilitator, you will complete the top section of the form by entering John Smith's name and the subcontractor's company name. You will then complete the right side of the Group Facilitator form documenting how the individual meets each of the requirements. Where there is a time requirement such as 3 months experience, you must provide the dates from and to showing an amount of time that equals or exceeds mandatory time requirement.
4. Each form also includes examples of duties to perform. The proposed person must be able to fulfill those duties.
5. For each subject matter expert, the State will identify the particular area of expertise and the Master Contractor shall provide proof the individual has qualifications within that area of expertise.
6. Additional information may be attached to each Labor Category Personnel Resume Summary that may assist a full and complete understanding of the individual being proposed.

ATTACHMENT 5
LABOR CLASSIFICATION PERSONNEL RESUME SUMMARY
(CONTINUED)

Proposed Individual's Name/Company:	How does the proposed individual meet each requirement?
LABOR CLASSIFICATION TITLE – (INSERT LABOR CATEGORY NAME)	
Education: (Insert the education description from the CATS RFP from section 2.12 for the applicable labor category.)	
Experience: (Insert the experience description from the CATS RFP from section 2.12 for the applicable labor category.)	
Duties: (Insert the duties description from the CATS RFP from section 2.12 for the applicable labor category.)	

The information provided on this form for this labor class is true and correct to the best of my knowledge:

Contractor's Contract Administrator:

Signature

Date

Proposed Individual:

Signature

Date

SUBMIT THIS WITH THE TECHNICAL RESPONSE

ATTACHMENT 6 – DIRECTIONS TO PRE-PROPOSAL CONFERENCE

Department of Public Safety and Correctional Services
Information Technology and Communications Division
6776 Reisterstown Road, Room 200
Baltimore, MD 21215

10:00 a.m., Thursday, April 19, 2007

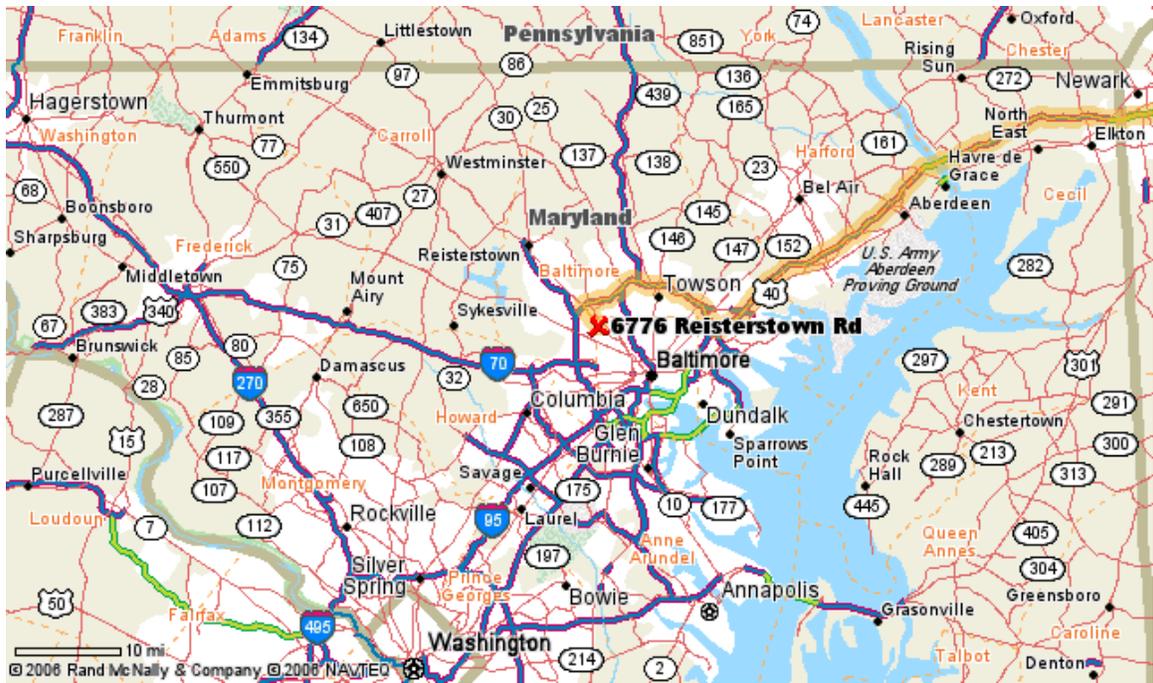
From points North of Baltimore: Take I-95 S to Take I-695 W (Towson) exit on right. Take Exit 20 (MD-140, Reisterstown Rd, Pikesville, Garrison) on right. Take MD-140 S (Pikesville) ramp on left. Continue onto MD-140 E (Reisterstown Rd) for 2.3 miles. Make a left at Brookhill Road (light after Exxon Gas Station. Make a right into the Plaza. Make the first left to enter through the South Tower. Continue around to the rear of the Plaza to enter through the North Tower.

From points South Baltimore: MD-295 N or I-95 N towards Baltimore. Take I-695 N (Towson) exit on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just pass the Social Security Administration.

From points East of Baltimore: Take US-50 W (I-97 N, Washington, Baltimore) ramp on right. Take Exit 21 (I-97 N, Baltimore) on right. Take Exit 17A (I-695 W, Baltimore, Towson) on right. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just pass the Social Security Administration.

From points West of Baltimore: Take I-70 East to Exit 91B-A (I-695, I-95 N, I-95 S, New York, Towson, Baltimore, Glen Burnie) on right. Take I-695 N (Baltimore Beltway Inner Loop) ramp. Take Exit 18A (MD-26 E, Liberty Rd, Lochearn) on right. Bear right onto MD-26 E (Liberty Rd). Travel 1.2 miles. Turn left onto Patterson Avenue. After your cross Wabash and the railroad tracks, the Plaza will be on your left. Make a left at the light to enter the rear of the Plaza. Proceed to the end of the strip. The North Tower entrance is just pass the Social Security Administration.

PARKING: The Department of Public Safety and Correctional Services is located at the Reisterstown Road Plaza. Ample parking is available. There are two (2) entrances to the Reisterstown Plaza Office Center (RPOC). (You cannot enter through the Mall/Plaza.) If you park near the South Tower, take the elevator to the second floor. Room 200 is halfway down the hall on your left. If you park near the North Tower (CJIS Storefront), go down the hall, pass the CJIS Storefront to the elevators. Take the elevator to the second floor, walk to the hall, turn right, make a left by the vending machines. Room 200 is halfway down the hall on your right.



ATTACHMENT 7 - ACCEPTANCE OF DELIVERABLE FORM

Agency Name: DPSCS – Information Technology and Communications Division

TORFP Title: IBM Mainframe MVS Systems Programming Support

TO Manager: Ken Holloway – (410) 585-3102

To: TO Contractor’s Contract Manager

The following deliverable, as required by TO Agreement #Q00P7207494, has been received and reviewed in accordance with the TORFP.

Title of deliverable: _____

TORFP Contract Reference Number: Section # _____

Deliverable Reference ID # _____

This deliverable:

- Is accepted as delivered.
- Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

TO Manager Signature

Date Signed

ISSUED BY THE TO MANAGER AS REQUIRED IN SECTION 2.12 OF THE TORFP.

ATTACHMENT 8 - NON-DISCLOSURE AGREEMENT (OFFEROR)

This Non- Disclosure Agreement (the "Agreement") is made this ___ day of _____ 200_, by and between _____ (hereinafter referred to as "the OFFEROR ") and the State of Maryland (hereinafter referred to as "the State").

OFFEROR warrants and represents that it intends to submit a TO Proposal in response to CATS TORFP #Q00P7207494 for TORFP Title. In order for the OFFEROR to submit a TO Proposal, it will be necessary for the State to provide the OFFEROR with access to certain confidential information including, but not limited, to _____. All such information provided by the State shall be considered Confidential Information regardless of the form, format, or media upon which or in which such information is contained or provided, regardless of whether it is oral, written, electronic, or any other form, and regardless of whether the information is marked as "Confidential Information". As a condition for its receipt and access to the Confidential Information described in Section 1.7 of the TORFP, OFFEROR agrees as follows:

1. OFFEROR will not copy, disclose, publish, release, transfer, disseminate or use for any purpose in any form any Confidential Information received under Section 1.7, except in connection with the preparation of its TO Proposal.
2. Each employee or agent of the OFFEROR who receives or has access to the Confidential Information shall execute a copy of this Agreement and the OFFEROR shall provide originals of such executed Agreements to the State. Each employee or agent of the OFFEROR who signs this Agreement shall be subject to the same terms, conditions, requirements and liabilities set forth herein that are applicable to the OFFEROR.
3. OFFEROR shall return the Confidential Information to the State within five business days of the State's Notice of recommended award. If the OFFEROR does not submit a Proposal, the OFFEROR shall return the Confidential Information to the TO Procurement Officer DPSCS, ITCD on or before the due date for Proposals.
4. OFFEROR acknowledges that the disclosure of the Confidential Information may cause irreparable harm to the State and agrees that the State may obtain an injunction to prevent the disclosure, copying, or other impermissible use of the Confidential Information. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages for the OFFEROR'S failure to comply with the requirements of this Agreement. The OFFEROR consents to personal jurisdiction in the Maryland State Courts.
5. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the OFFEROR or any employee or agent of the OFFEROR to comply with the requirements of this Agreement, OFFEROR and such employees and agents of OFFEROR shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.
6. This Agreement shall be governed by the laws of the State of Maryland.
7. OFFEROR acknowledges that pursuant to Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland, a person may not willfully make a false or fraudulent statement or representation of a material fact in connection with a procurement contract. Persons making such statements are guilty of a felony and on conviction subject to a fine of not more than \$20,000 and/or imprisonment not exceeding 5 years or both. OFFEROR further acknowledges that this Agreement is a statement made in connection with a procurement contract.
8. The individual signing below warrants and represents that they are fully authorized to bind the OFFEROR to the terms and conditions specified in this Agreement. If signed below by an individual

employee or agent of the OFFEROR under Section 2 of this Agreement, such individual acknowledges that a failure to comply with the requirements specified in this Agreement may result in personal liability.

OFFEROR: _____ BY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

SUBMIT AS REQUIRED IN SECTION 1.6 OF THE TORFP

ATTACHMENT 9 - NON-DISCLOSURE AGREEMENT (TO CONTRACTOR)

THIS NON-DISCLOSURE AGREEMENT (“Agreement”) is made as of this ____ day of _____, 200__, by and between the State of Maryland (“the State”), acting by and through its Office of Transportation Technology Services (the “Department”), and _____ (“TO Contractor”), a corporation with its principal business office located at _____ and its principal office in Maryland located at _____.

RECITALS

WHEREAS, the TO Contractor has been awarded a Task Order Agreement (the “TO Agreement”) for TORFP Title TORFP No. J01P6200027 dated release date for TORFP, (the “TORFP”) issued under the Consulting and Technical Services procurement issued by the Department, Project Number 050R5800338; and

WHEREAS, in order for the TO Contractor to perform the work required under the TO Agreement, it will be necessary for the State to provide the TO Contractor and the TO Contractor’s employees and agents (collectively the “TO Contractor’s Personnel”) with access to certain confidential information regarding _____ (the “Confidential Information”).

NOW, THEREFORE, in consideration of being given access to the Confidential Information in connection with the TORFP and the TO Agreement, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. Confidential Information means any and all information provided by or made available by the State to the TO Contractor in connection with the TO Agreement, regardless of the form, format, or media on or in which the Confidential Information is provided and regardless of whether any such Confidential Information is marked as such. Confidential Information includes, by way of example only, information that the TO Contractor views, takes notes from, copies (if the State agrees in writing to permit copying), possesses or is otherwise provided access to and use of by the State in relation to the TO Agreement.
2. TO Contractor shall not, without the State’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any Confidential Information provided by the State except for the sole and exclusive purpose of performing under the TO Agreement. TO Contractor shall limit access to the Confidential Information to the TO Contractor’s Personnel who have a demonstrable need to know such Confidential Information in order to perform under the TO Agreement and who have agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information. The names of the TO Contractor’s Personnel are attached hereto and made a part hereof as Exhibit A. Each individual whose name appears on Exhibit A shall execute a copy of this Agreement and thereby be subject to the terms and conditions of this Agreement to the same extent as the TO Contractor. TO Contractor shall update Exhibit A by adding additional names as needed, from time to time.
3. If the TO Contractor intends to disseminate any portion of the Confidential Information to non-employee agents who are assisting in the TO Contractor’s performance of the TORFP or who will otherwise have a role in performing any aspect of the TORFP, the TO Contractor shall first obtain the written consent of the State to any such dissemination. The State may grant, deny, or condition any such consent, as it may deem appropriate in its sole and absolute subjective discretion.
4. TO Contractor hereby agrees to hold the Confidential Information in trust and in strictest confidence, to adopt or establish operating procedures and physical security measures, and to take all other measures necessary to protect the Confidential Information from inadvertent release or disclosure to unauthorized third parties and to prevent all or any portion of the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain the confidentiality of the Confidential Information.
5. TO Contractor shall promptly advise the State in writing if it learns of any unauthorized use, misappropriation, or disclosure of the Confidential Information by any of the TO Contractor’s Personnel or the TO Contractor’s former Personnel. TO Contractor shall, at its own expense, cooperate with the State in seeking injunctive or other equitable relief against any such person(s).

6. TO Contractor shall, at its own expense, return to the Department, all copies of the Confidential Information in its care, custody, control or possession upon request of the Department or on termination of the TO Agreement.

7. A breach of this Agreement by the TO Contractor or by the TO Contractor's Personnel shall constitute a breach of the TO Agreement between the TO Contractor and the State.

8. TO Contractor acknowledges that any failure by the TO Contractor or the TO Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the TO Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The TO Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and/or to seek damages from the TO Contractor and the TO Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that are attributable, in whole or in part to any failure by the TO Contractor or any of the TO Contractor's Personnel to comply with the requirements of this Agreement, the TO Contractor shall hold harmless and indemnify the State from and against any such losses, damages, liabilities, expenses, and/or costs.

9. TO Contractor and each of the TO Contractor's Personnel who receive or have access to any Confidential Information shall execute a copy of an agreement substantially similar to this Agreement and the TO Contractor shall provide originals of such executed Agreements to the State.

10. The parties further agree that:

- a. This Agreement shall be governed by the laws of the State of Maryland;
- b. The rights and obligations of the TO Contractor under this Agreement may not be assigned or delegated, by operation of law or otherwise, without the prior written consent of the State;
- c. The State makes no representations or warranties as to the accuracy or completeness of any Confidential Information;
- d. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement;
- e. Signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures; and
- f. The Recitals are not merely prefatory but are an integral part hereof.

Contractor/Contractor's Personnel: Information Technology and Communications Division:

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SUBMIT AS REQUIRED IN SECTION 1.7 OF THE TORFP

EXHIBIT A

**TO CONTRACTOR'S EMPLOYEES AND AGENTS WHO WILL BE GIVEN ACCESS
TO THE CONFIDENTIAL INFORMATION**

**Printed Name and Address
Of Employee or Agent**

Signature

Date

EXHIBIT B

PERFROMANCE EVALUATION

DATE:

CATS TORFP PROJECT Q00P7207494

EVALUATION PERIOD: XX/XX/XXXX – XX/XX/XXXX

TO MANAGER:

Evaluation Criteria	Rating (Last Quarter)	Rating (This Quarter)	Mediation Required (Yes or No)
All tasks for this reporting period were completed.			
Accuracy of work completed			
Lateness / Punctuality			
Overall satisfaction with Contractor Performance this period.			
Invoices delivered in timely fashion			
Accuracy of Invoices submitted			

Rating

- 3. Exceeded the customer expectation
- 2. Met the customers expectation
- 1. Did not meet the customers expectation

Customer will provide input on any area that did not meet the customer expectation.

Performance Evaluation Standards

Criteria: All tasks for this reporting period were completed

Standard

3. Tasks were completed ahead of schedule.
2. Tasks were completed on schedule.
1. Tasks were not completed on schedule.

Criteria: Accuracy of work completed

Standard

3. N/A
2. Work completed was accurate and required no follow up.
1. Work completed was not accurate.

Criteria: Lateness / Punctuality

Standard

3. N/A
2. Contractor personnel were on time and did not take unauthorized leave.
1. Contractor personnel were not on time or took unauthorized leave.

Criteria: Overall satisfaction with contractor performance this period.

Standard

3. Very Satisfied
2. Satisfied
1. Not Satisfied

Criteria: Invoices delivered in timely fashion

Standard

3. N/A
2. Invoices are submitted in a timely fashion
1. Invoices not submitted in a timely fashion.

Criteria: Accuracy of Invoices submitted

Standard

3. N/A
2. Invoices reflect accurate totals of hours worked and billed
1. Invoices do not reflect accurate totals of hours worked and billed

Customer Comments (Optional)

EXHIBIT C

MITIGATION PROCEDURES

In the event the contractor fails to meet the expectation of the customer, the following mitigation steps will be followed.

1. Customer will notify the contractor and contractor personnel of the problem (i.e. Chronic lateness, failure to meet deadlines). This will be done in writing in the form of a letter provided in this attachment.
2. Customer may elect to discuss the problem directly with the contractor personnel or with both contractor and contractor personnel to determine the course of action to be taken to resolve the problem and the time frame to resolve it.
3. At the end of the time frame allowed to resolve the problem, the customer will notify the contractor that:
 - The problem has been resolved and there is no longer a need to track this problem
 - The problem is partially resolved and the customer is extending the time to resolve the problem
 - The problem is not resolved and the customer wishes to replace the contractor personnel with another resource agreed upon by both the contractor and customer as outlined in 2.12 NON-PERFORMANCE OF PERSONNEL

Note:

Any infraction of a violent or criminal nature shall not follow the above mitigation process. The contractor shall provide a replacement resource upon notification from the customer that an act of violence or of a criminal nature has occurred.

Sample Mitigation Letter

Date:

CATS TORFP PROJECT NUMBER Q00P7207494

To: TO Contractor

From: TO Manager

SUBJECT Initiation of Mitigation
Or
Request for Replacement Resource

The purpose of this letter is to inform you that DPSCS / ITCD has:
___ initiated the mitigation process for a contractor resource
___ is requesting a replacement resource due to a Violent or Criminal act.

Description of problem
Customer will provide a description of the problem.

Mitigation steps where applicable
Customer and contractor personnel / contractor will outline the steps to be taken to
resolve the problem.

If the problem is of a Violent or Criminal nature, the customer shall indicate that no mitigation will
be applied. The contractor shall provide another resource at this time.

Customer Resolution Date:

Customer will assign a date when the problem is to be resolved. If the problem is not resolved by
this date the customer make elect to extend the mitigation period or request a new resource from the
contractor.